



COMMUNITY DEVELOPMENT COMMISSION

County of Los Angeles

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Executive Director

August 17, 2004

Honorable Board of Commissioners
Community Development Commission
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Commissioners:

**APPROVE A LANDSCAPE ARCHITECTURE SERVICES AGREEMENT FOR
FLORENCE AVENUE STREETSCAPE PROJECT (1, 2)
(3 Vote)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the design phase of the Florence Avenue Streetscape Project on Florence Avenue, from Central Avenue in the unincorporated Second Supervisorial District to Mountain View Avenue in the unincorporated First Supervisorial District and the City of Huntington Park, is exempt from the California Environmental Quality Act (CEQA), as described herein, because the proposed work will not have the potential for causing a significant effect on the environment.
2. Approve the award of a two-year Agreement for Professional Services (Agreement) between the Community Development Commission and ah'bé Landscape Architects (the Consultant), presented in substantially final form, to complete landscape design and perform other related work for the project described above; authorize the Executive Director to use for this purpose \$95,000 in Community Development Block Grant (CDBG) funds allocated to the First and Second Supervisorial Districts; and authorize the Executive Director to execute the Agreement and all related documents, to be effective after issuance of the Notice to Proceed, which will not exceed 30 days following the date of Board approval.

3. Authorize the Executive Director to negotiate and execute amendments to the Agreement, to extend the time of performance for up to one year to complete the Construction Documents and Bid and Construction Administration phases of the project, using a total of \$55,000 in CDBG funds allocated to the First and Second Supervisorial Districts, contingent upon satisfactory completion of the design phase and approval as to form by County Counsel.
4. Authorize the Executive Director to use a total of \$30,000 in CDBG funds allocated to the First and Second Supervisorial Districts, for unforeseen costs related to all phases of the project described above, comprised of \$19,000 in CDBG funds included in the Commission's approved Fiscal Year 2004-2005 budget and, should the Agreement be extended, \$11,000 in CDBG funds to be approved through the annual budget process, and to execute all related documents.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of this action is to award the Agreement to the Consultant to complete landscape design and perform other related work for the improvement of Florence Avenue, and to authorize amendments to the Agreement to enable the Consultant to provide additional services to monitor the design through construction completion.

FISCAL IMPACT/FINANCING:

There is no impact on the County general fund. The initial design phases will be funded with a total of \$95,000 in CDBG funds included in the Commission's approved Fiscal Year 2004-2005 budget. Of this total amount, \$63,000 will come from CDBG funds allocated to the First Supervisorial District and \$32,000 from CDBG funds allocated to the Second Supervisorial District.

A 20 percent contingency, is also being set aside for unforeseen costs, using a total of \$19,000 in CDBG funds included in the Commission approved Fiscal Year 2004-2005 budget. Of this total amount, \$12,600 will come from CDBG funds allocated to the First Supervisorial District and \$6,400 from CDBG funds allocated to the Second Supervisorial District.

Following negotiations with the Consultant, the contract may be extended for one year, to include additional design, and bid and construction oversight phases. The extension will be funded with a total of \$55,000 in CDBG funds, to be approved through the annual budget process. Of this amount, \$37,000 will come from CDBG funds allocated to the First Supervisorial District and \$18,000 from CDBG funds allocated to the Second Supervisorial District.

A 20 percent contingency will also be set aside for unforeseen costs during an extension, using a total of \$11,000 in CDBG funds, to be approved through the annual budget

process. Of this total amount, \$7,400 will come from CDBG funds allocated to the First Supervisorial District and \$3,600 from CDBG funds allocated to the Second Supervisorial District.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Florence Avenue is a major east-west commercial thoroughfare that passes through the communities of Florence, Walnut Park, and Huntington Park. The Florence Avenue Streetscape Project will extend along an approximately 2.2-mile length of Florence Avenue, from Central Avenue in the unincorporated Second Supervisorial District, to Mountain View Avenue in the unincorporated First Supervisorial District and the City of Huntington Park.

The project will improve the Florence Avenue commercial corridor by constructing and repairing curbs, gutters and sidewalks, adding green space, and installing street furniture and other elements to improve the attractiveness and safety of the area. These improvements will serve to eliminate blight, increase safety, and contribute to the long-term viability of local businesses. The services will be completed in six phases, as described below.

First three phases

The proposed Agreement will provide landscape and architectural services under a "Preliminary Phase", "Concept Design Phase", and "Design Development Phase". These phases will include scope definition for non-landscape services, including data collection, traffic and pedestrian studies and engineering studies. It also includes the concept and design development of the streetscape by the Consultant. The fee for these phases is \$95,000.

Remaining phases

Pending successful completion of the above phases, the Commission will negotiate fees with the Consultant for a not-to-exceed amount of \$55,000 to complete the Construction Documents and Bid and Construction Administration phases of the project. The work includes Consultant review of plans, specifications and cost estimates developed by the Department of Public Works and its consultants, reviewing construction bids, and monitoring the construction for design consistency.

The streetscape improvements are being federally funded, and are subject to the requirements of the Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) program implemented by the County of Los Angeles. Should the Consultant require additional or replacement personnel after the effective date of the Agreement, it will interview for such employment openings participants in GAIN/GROW Program who meet the firm's minimum qualifications for the open positions. The County will refer GAIN/GROW participants by job category to the Consultant.

The Agreement has been approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION:

This project is exempt from the provisions of National Environmental Policy Act pursuant to 24 Code of Federal Regulations Part 58, Section 58.34 (a)(1) because it involves design activities that will not have a physical impact or result in any physical changes to the environment. It is also exempt from the provisions of CEQA pursuant to State CEQA Guideline 15061 (b)(3), because CEQA applies only to projects, which have the potential for causing a significant effect on the environment.

The environmental review record for this project is available for viewing by the public during regular business hours at the Commission's main office, located at 2 Coral Circle, Monterey Park.

CONTRACTING PROCESS:

On February 1, 2002, the Commission initiated a Request for Qualifications (RFQ) process to procure a qualified landscape architecture consulting firm to provide services for this project. Notices of the RFQ were mailed to 185 landscape architecture and urban design firms identified from the Commission's vendor list. Announcements also appeared in nine local newspapers and on the County Web Site. Forty-four RFQs were requested and distributed.

Ten firms submitted Statements of Qualifications (SOQ) by the deadline of March 1, 2002. The SOQs were evaluated according to the RFQ requirements by a review panel consisting of Commission staff and representatives from the Los Angeles County Department of Public Works. The panel interviewed the top four firms on April 11, 2002. Following the interviews, the panel recommended that the Commission enter into fee negotiations with Melendrez Design Partners.

Due to the complex nature and variables of the proposed improvements, the fee negotiations were unusually protracted. Additionally, fee negotiations were placed on hold to enable the Commission to assist the County in completing and submitting grant applications to the Metropolitan Transportation Authority by the March 31, 2003, deadline to secure funding for the construction phase of the project.

In May 2003, a fee and agreement for the landscape architectural and other services was reached with Melendrez Design Partners. Subsequent to this agreement, the scope of work for the project was reduced. After extended negotiations with Melendrez Design Partners to perform the reduced scope of work, the firm withdrew from consideration. The Commission then began and successfully concluded negotiations with the second most qualified consultant, ah'bé Landscape Architects. The Summary of Outreach Activities is provided with this letter as Attachment A.

Honorable Board of Commissioners
August 17, 2004
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IMPACT ON CURRENT PROJECT:

The Florence Avenue Streetscape Project will serve to meet national CDBG objectives for eliminating blight, increasing safety and contributing to the long-term economic viability of the area.

Respectfully submitted,

CARLOS JACKSON
Executive Director

Attachments: 2

ATTACHMENT A

Summary of Outreach Activities Request for Qualifications for Landscape Design Services

On February 1, 2002, the Community Development Commission initiated the following Request for Qualifications (RFQ) to identify interested firms to provide landscape architecture services for the Florence Avenue Streetscape Project.

A. Newspaper Advertising

Announcements appeared in the following nine local newspapers:

Dodge Construction News	Los Angeles Sentinel
Eastern Group Publications	Los Angeles Times
International Daily News	The Daily News
La Opinion	Wave Community Newspapers
Long Beach Press Telegram	

An announcement was also posted on the County Web Site.

B. Distribution of RFQs

The Commission's vendor list was used to mail out the RFQ to 185 landscape architecture and urban design firms, of which 132 identified themselves as businesses owned by minorities or women (private firms which are 51 percent owned by minorities or women, or publicly-owned businesses in which 51 percent of the stock is owned by minorities or women). As a result of the outreach, 44 RFQ packages were requested and distributed.

C. Statements of Qualifications

By the deadline of March 1, 2002, a total of 10 firms submitted Statements of Qualifications. Six firms identified themselves as female- or minority-owned.

D. Review of Statements of Qualifications

A review panel consisting of Commission staff and Los Angeles County Department of Public Works personnel reviewed the Statements of Qualifications and ranked each firm independently. Melendrez Design Partners, ah'bé Landscape Architects, NUVIS, and Gruen and Associates were determined to be the four top-ranked firms.

On April 11, 2002, the review panel and representatives from the County Department of Public Works interviewed the top-ranked firms and the proposed sub consultants.

Following the interviews, the review panel recommended that the Commission enter into fee negotiations with Melendrez Design Partners.

Melendrez Design Partners was invited to submit a fee proposal based on the scope of work outlined in the original RFQ, as well as clarifications reached during the fee negotiation process. However, following successful fee negotiations, the scope of work for the project was reduced, leading this consultant to withdraw from consideration. The Commission then began negotiations with the second most qualified consultant, ah'bé Landscape Architects.

F. Participation of Minorities and Women – Selected Landscape Architect

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
ah'bé Landscape Architects	Minority	Total: 11 6 minorities 7 women 55% minority 64% women

G. Minority/Women Participation – Interviewed Firms that were not selected

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Melendrez Design Partners (Landscape Architect)	Female	Total: 31 11 minorities 17 women 35% minority 55% women
NUVIS	Minority	Total: 27 6 minorities 10 women 22% minority 37% women
Gruen and Associates	Minority	Total: 55 36 minorities 23 women 65% minority 42% women

H. Minority/Women Participation - Firms Not Selected

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
AGA Design Group	Non-Minority	Total 21 7 minorities 4 women 33% minorities 19% women
Osborn Olea	Non-Minority	Total 11 5 minorities 2 women 45% minorities 18% women
Withers Sandgren	Female	Total 9 0 minorities 9 women 0% minorities 100% women
Studio 3 Architects	Minority	Total 15 10 minorities 3 women 67% minorities 20% women
Freedman, Tung & Bottomley	Non-Minority	Total 9 4 minorities 5 women 44% minorities 56% women
Lawrence R. Moss & Associates	Non-Minority	Total 15 6 minorities 6 women 40% minorities 40% women

The Commission conducts ongoing outreach to include minorities and women in the contract award process, including: providing information at local and national conferences; conducting seminars for minorities and women regarding programs and services; advertising in newspapers to invite placement on the vendor list; and mailing information to associations representing minorities and women. The above information has been voluntarily provided to the Commission. The recommended award of Agreement is being made in accordance with the Commission's policies and federal regulations, and without regard to race, creed, color, or gender.

FLORENCE AVENUE STREETSCAPE PROJECT

**Agreement for Professional Services
Between
The Community Development Commission
of the County of Los Angeles
And
ah'bé Landscape Architects**

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SECTION 1.0 RECITAL

This Agreement is made and entered into this ____ day of August 2004 by and between the Community Development Commission of the County of Los Angeles, hereinafter called "**Commission**" and ah'bé Landscape Architects, hereinafter called "**Consultant**."

SECTION 2.0 PURPOSE

The purpose of this Agreement is to allow the Commission to procure consultant services for urban planning and landscape design for development and implementation of the Florence Avenue Streetscape Project. Florence Avenue is a major east-west commercial thoroughfare that passes through the communities of Florence, Walnut Park in unincorporated areas of Los Angeles County and Huntington Park. The Florence Avenue Streetscape Project will extend along an approximately 2.2 mile length of Florence Avenue, from Central Avenue in the Second Supervisorial District, east to Mountain View Avenue in the First Supervisorial District and the City of Huntington Park (Attachment A).

The Project will improve the Florence Avenue commercial corridor by constructing and repairing curbs, gutters and sidewalks, adding green space, and installing street furniture and other elements to improve the attractiveness and safety of the area. These improvements will serve to eliminate blight, increase safety, and contribute to the long-term viability of local businesses.

SECTION 3.0 TERM

This Agreement shall commence as of the day and year first above written and shall remain in full force and effect for a period of two (2) years from the notice to proceed unless sooner terminated or extended in writing as provided herein. The Consultant shall work in accordance with the established project schedule (Attachment B).

SECTION 4.0 CONSULTANT RESPONSIBILITIES

Upon the request of the Commission's Contracting Officer or designee, the Consultant shall complete the work program described in this Agreement. The Consultant agrees that all work performed by the Consultant will be the responsibility of the Consultant.

Section 4.1 SCOPE OF WORK

SCOPE OF WORK

GENERAL

The Consultant will:

- a. Lead the design of this Project from Conceptual Design through Construction Documents.
- b. Lead a team, which includes DPW staff and/or outside consultants (Team). The Team, and not the Consultant, will be responsible for providing a number of data gathering, analytic and design services for this Project. The range of services provided by the Team, and not the

Consultant, will include but not be limited to plans, specifications and cost estimates (PS&E), civil engineering surveys, base plans, and construction documents, traffic studies and design, parking analyses, pedestrian and intersection lighting analyses and an arborist survey.

- c. Participate in a Public Participation Program organized by the public outreach consultant which will inform community stakeholders and public-at-large of the beautification effort along Florence Avenue. Separate from the Consultant's scope of work, a public outreach consultant will be selected by the Commission. The Consultant shall coordinate its work, such presentation drawings, with the public outreach consultant so that the community meetings are held and public input gathered at times most advantageous for moving the project forward on a timely basis. The Consultant will assist in soliciting ideas and comments from the community about the Project's design. The Consultant will reflect these ideas and comments, to the fullest degree possible and appropriate, in the Project's design.
- d. Review all applicable codes and development standards including but not limited to planning, building, accessibility, fire, and Department of Public Works of the County of Los Angeles (hereinafter "DPW") Divisions of Building and Safety, Traffic and Street Lighting, and Watershed Management with special attention paid to the standard specifications, landscape materials, street trees, and other items required by each of the agencies having jurisdiction in the streetscape corridor and surrounding area.
- e. During all phases of the project, attend meetings with the staff of the Commission, the Team and other entities, as necessary, for the coordination, development and review of the Project's progress.
- f. Telephone consultation with the Commission will occur, as necessary, throughout the life of this Agreement.
- g. The Commission will be responsible for meeting environmental review requirements and reviews for this project.

PRELIMINARY PHASE

The Consultant will:

- a. At the start of the Project, the Consultant will define the scope of work for and in consultation with the Team. DPW will then identify staff or engage one or more consultants to perform the scope of work defined by the Consultant including but not limited to civil engineering, traffic and lighting services.
- b. Once the Team is in place, the Consultant will direct and oversee the Team's work for the remainder of the Project. The Team will provide data gathering, analytic and design services in accordance with the requirements of the Consultant and within the project timeline.
- c. One-on-One Stakeholder Meetings: Prior to and in preparation for the community meetings, the Consultant will attend up to 10 meetings, set up by the public outreach consultant, with key stakeholders in the Project area to identify key issues and specific concerns about the Project for the Consultant to take under consideration in the course of designing the Project and preparing for the community meetings.
- d. At the start of the project and as needed to develop the Project's design, the Consultant will document existing physical conditions including but not limited to structures, street trees, lighting, driveways, bus stops, street furniture, signage and topography. An investigation of the existing context should pay particular attention to scale, adjacent building colors, textures, materials, finishes, pedestrian and vehicular circulation patterns, security, landscaping, signage, shading devices, lighting, drainage, finish grades and accessibility features.
- e. Photograph existing conditions, as needed, to develop the conceptual designs.

- f. Conduct field review, tract map, as-built plan research, and base plan discussions with the Team and Commission.
- g. Research site information (Community history, future DPW or other public projects, etc.)
- h. Survey project area to obtain necessary information to prepare the Conceptual Designs including but not limited to existing structures, sidewalk dimensions, street trees, and existing exterior lighting
- i. Study existing traffic patterns to help determine during the design phase what traffic related elements are necessary for safe, smooth pedestrian and vehicular traffic.
- j. Assess street parking to determine adjustments that would enhance the current parking situation and add to the overall design of this Project.
- k. Observe existing pedestrian lighting conditions and develop design strategies for introducing pedestrian lighting.

CONCEPT DESIGN PHASE

The Consultant will:

- a. conduct two conceptual design sessions with the Commission and Team, as necessary, to develop the Project's design.
- b. Generate a comprehensive program which identifies every element of the Project based on the Consultant's own experience, from site visits, the Consultant's research and community input, First and Second Supervisorial District staff, Commission and the Team.
- c. Prepare at least two different concept designs which shall incorporate recommendations from the previously mentioned affected community members, Supervisorial District representatives, Commission team members, and agencies having jurisdiction, and shall include items such as pedestrian lighting, street trees, planters, street furniture, banners, enhanced paving areas, handicapped ramps, entry monument(s), neighborhood and community identification signage, and/or other appropriate design responses. Traffic calming measures shall be explored including bulbouts, and various parking and traffic flow configurations as well as proposed new traffic lights, if needed, at key intersections. The consultant will also explore the need for and feasibility of a pedestrian crossing at the MTA stop.
- d. During this phase, participate in two community meetings, one in each Supervisorial District.
- e. Prepare graphic materials that support each scheme and present the concept designs to the Commission, including diagrams, photographs, plans, elevations, sections, and perspective sketches to describe the character of the two schemes.
- f. Assist the Team in developing the conceptual construction cost estimate for both designs.
- g. Discuss schemes and results of community meetings with Commission's project team to begin focusing the design into a single solution that will be developed during the next phase of the project.
- h. Review potential solutions with the Team to determine what engineering or other analytical studies will be required.
- i. Review the Team's data, analyses and design considerations as they become available and incorporate this information into the Project's design.
- j. Prepare presentation materials for community meeting(s)
- k. ***Deliverables:***
 - 1. Two Concept Design Plans
 - 2. Community Meeting Presentation materials for two community meetings. Boards and Handouts
 - 3. Community findings report.

DESIGN DEVELOPMENT

The Consultant will:

- a. Revise and refine one Concept Design, incorporating comments from Project team and the community.
- b. Assist the Team in updating the construction cost estimate.
- c. During this phase, participate in two community meetings. Both of these meetings will be joint meetings between the First and Second District to craft a uniform design for the entire corridor. The first meeting will feature a formal presentation of one design that incorporates and integrates feedback from the two community meetings held during the previous phase. The Consultant will obtain additional feedback from the community at the first meeting.
- d. Coordination / project management with Commission and team members.
- e. Prepare for community meeting
- f. Present revised conceptual design.
- g. Make design refinements, incorporating input and changes desired by the community and approved by the Commission. All elements of the design (architectural, plant selection and irrigation, civil, furniture selection, finishes, colors, lighting, paving design, signage, traffic pattern, parking) shall be drawn to scale and defined at this time.
- h. Prepare for community meeting
- i. Present final design at the fourth community meeting.
- j. Submit final design
- k. Assist the team in developing outline specifications.
- l. Assist the team in completing a cost estimate based on the final design.
- m. ***Deliverables:***
 1. Presentation Materials for Community Meetings – two meetings.
 2. Draft Design Development Plans.
 3. Final Design Development Plans.
 4. Community findings report.

CONSTRUCTION DOCUMENTS

The Consultant will:

- a. Based upon the final design established in the Design Development Phase, review the Team's construction documents including plans and specifications and cost estimates as they are developed at 50%, 90% and 100% to ensure that the documentation is consistent with the Project's design.
- b. Advise the Commission and the Team about any design issues that may arise during this phase.
- c. ***Deliverables:*** *Written and drawn material that provides information about carrying out the design.*

BID PHASE

- a. Attend Pre-Bid Conference, answer inquiries through the Commission.
- b. Prepare any required addenda to the bid package.
- c. Attend Bid Opening.
- d. Review bids and assist the Team in making a construction contract award recommendation to the Board of Supervisors.
- e. ***Deliverable:*** Addenda - provide information and questions to answers.

CONSTRUCTION ADMINISTRATION PHASE

- a. Attend pre-construction conference with awarded contractor held by the DPW.
- b. Support the Commission by participating in clarification process (Answer Requests for Information regarding Plans and Specifications).
- c. Review submittals and proposed substitutions with Commission and DPW, specifically those relating to the aesthetic quality, color, and materials selection, in order to support the Commission in maintaining the integrity of the design concept.
- d. Field Observation - approximately twice monthly, check on and submit written report to the Commission on the overall progress including soil preparation, installation of irrigation system, planting of street trees and shrubs, installation of street furniture.
- e. Review special features.
- f. Continue attendance at monthly Commission team progress meeting, as required.
- g. Perform final field observation prior to maintenance period.
- h. Participate in punch list inspections with Commission team; prepare written punch list for the Commission.
- i. Participate in final inspection with Commission team.
- j. ***Deliverables:***
 - 1. Field Observation Reports
 - 2. Response to Requests For Information (RFI's)
 - 3. Punch list Items

Section 4.2 Standard of Care

The Consultant represents, covenants, and agrees that all of the services to be furnished by the Consultant under or pursuant to this Agreement, from the inception of this Agreement until the Project has been fully completed, shall be of a standard and quality that prevails among highly qualified and competent landscape architects engaged in landscape architectural practice in the Southern California area under the same or similar circumstances involving the design and construction of a project having characteristics that are similar to the Project (including without limitation, public nature, comparable scope, quality and schedule ["Professional Standard"]). Consultant accepts the special relationship of trust and confidence established between it and Commission by this Agreement. Consultant covenants to design the Project and produce the necessary documents, and to further the interests of Commission in accordance with Commission's requirements and procedures, in accordance with the Professional Standard and in compliance with all applicable restrictions, laws, codes, regulations in effect throughout the period that Consultant is performing services under this Agreement.

The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this contract. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services that do not meet the Professional Standard.

Section 4.4 Value Engineering

Consultant acknowledges and understands that it is Commission's objective to construct the Work, wherever possible and without sacrificing the Design, as economically as possible. Consistent with this objective, it shall be Consultant's obligation to perform detailed value engineering during the

Project when cost estimates exceed the construction budget by more than 5% so as to present to Commission alternative designs, engineering, materials, and methods of construction that will reduce costs. Failure by Consultant to comply with such obligation under circumstances in which Consultant knew or reasonably suspected the existence of such alternatives shall constitute a breach of this Agreement. Commission shall have the right, at its sole discretion, to decline to approve and incorporate Contractor's cost reduction alternatives into the Work.

Section 4.7 Project Schedule

Consultant shall work in accordance with the established Project Schedule.

SECTION 5.0 CONSULTANT'S PERSONNEL AND SUBCONSULTANTS

The Consultant's employees below are considered essential to the contract work effort. Prior to diverting or substituting any of the specified individuals, the Consultant shall notify the Contracting Officer reasonably in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on the contract. The Consultant shall make no diversion or substitution of key personnel without the prior written consent of the Contracting Officer.

Employees:

Martha Williams

Principal

Section 5.1 Independent Consultant

The Consultant shall perform the services as contained herein as an independent consultant and shall not be considered an employee of the Commission or under Commission supervision or control. This Agreement is by and between the Consultant and the Commission, and is not intended, and shall not be construed, to create the relationship of agent, employee, or joint venture, between the Commission and the Consultant.

The Consultant agrees that any claims, liability, damage, or lawsuits resulting from its negligence, including items that are not in compliance with federal, state, or local codes, regulations and laws will be the sole responsibility of the Consultant.

If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable and responsible hereunder.

Section 5.2 Successor and Assignment

The services as contained herein are to be rendered by the Consultant whose name is as appears first above written and said Consultant shall not assign nor transfer any interest in this Agreement without the prior written consent of the Commission. However, the Commission reserves the right to assign this Agreement to another public agency without the consent of the Consultant.

Section 5.3 Employees of Consultant

Worker's Compensation: Consultant understands and agrees that all persons furnishing services to the Commission pursuant to this Agreement are, for the purpose of workers' compensation liability,

employees solely of Consultant. Consultant shall bear sole responsibility and liability for providing workers' compensation benefits to any person for injury arising from an accident connected with services provided to the Commission under this Agreement.

Professional Conduct: The Commission does not and will not condone any act, gestures, comments or conduct from the Consultant's employees, agents or subconsultants which may be construed as sexual harassment or any other type of activity or behavior that might be construed as harassment. The Commission will properly investigate all charges of harassment by residents, employees or agents of the Commission against any and all Consultant's employees, agents or subconsultants providing services for the Commission. The Consultant assumes all liability for the actions of the Consultant's employees, agents or subconsultants and is responsible for taking appropriate action after reports of harassment are received by the Consultant.

Section 5.4 Subcontracting

The Consultant may subcontract only those specific portions of work allowed in the original specifications covered by this Agreement. The Consultant shall not subcontract any part of work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval by the Commission.

SECTION 6.0 RESPONSIBILITIES OF THE COMMISSION

- a. The Commission shall provide all necessary information regarding its requirements as expeditiously as necessary for the orderly progress of the work.
- b. The Commission shall designate the representative authorized to act in its behalf with respect to the Project. The Commission or its representative shall examine documents submitted by the Consultant and shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the Consultant's Work.
- c. The Commission's designated representative and Contracting Officer authorized to act in its behalf with respect to the Project shall be:

Geoffrey Siebens, Architecture and Development Manager
Construction Management Division
2 Coral Circle
Monterey Park, 91755

- d. The Commission's representative shall examine documents submitted by the Consultant and shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the Consultant's Work.
- e. The Commission shall provide the Consultant with any plans, publications, reports, statistics, records or other data or information pertinent to the services to be provided hereunder which are reasonably available to the Commission. However, their accuracy cannot be guaranteed. These drawings, plans, publications, reports, statistics, records or other data or information supplied by the Commission are the proprietary and confidential property of the Commission and cannot be transferred or used by the Consultant for any

other purpose. The Consultant agrees to safeguard and return this property to the Commission upon completion of the project.

- f. The Commission shall also work with the Consultant to discover existing site conditions that may affect the order, progress, and cost of the work.
- g. The Commission shall provide information on any previously obtained waivers of local codes, ordinances, or regulations or standards affecting the design of the Project(s).

SECTION 7.0 RELEASE OF NEWS INFORMATION

No news releases, including photographs, public announcements or confirmation of same, of any part of the subject matter of this Agreement or any phase of any program hereunder shall be made without prior written approval of the Commission's Executive Director or designee.

SECTION 8.0 CONFIDENTIALITY OF REPORTS

The Consultant shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the Commission.

SECTION 9.0 COMPENSATION; CONTRACT TYPE AND PAYMENT – NOT-TO-EXCEED

The Consultant shall be paid as full compensation for the work required, performed, and accepted under this Agreement, inclusive of all costs and expenses, the maximum, not-to-exceed price of **\$95,000** for services through the Design Development Phase and, should the Commission in its sole discretion require Consultant to perform the Construction Document, Bid, and Construction Administration Phases of this Project, Consultant shall receive at most, an additional **\$55,000** for such, for a total maximum not-to-exceed amount of **\$150,000**; however, as set forth below, said maximum amount may be reduced and shall be subject to negotiation and confirmation in writing following completion of Phases up to and including Design Development.

<u>Service</u>	<u>Not to Exceed Amount</u>
Preliminary Phase	\$ 30,000
Concept Design	35,000
Design Development	<u>30,000</u>
Subtotal	<u>\$ 95,000</u>
Construction Documents	\$ 20,000
Bidding	10,000
Construction Administration Assistance	<u>25,000</u>
Subtotal	<u>\$ 55,000</u>
Total	<u>\$150,000</u>

SECTION 10.0 PERFORMANCE OF PHASES III, IV, AND V

Section 10.1 Initial Contract Award

The initial compensation will be for Services performed during the Preliminary, Concept and Design Development Phases as defined in Section 4.1, Scope of Work and Section 9.0, Compensation: Contract Type and Payment – Not-to-Exceed.

Section 10.2.1 Commission's Option to Award Construction Document, Bid & Construction Administration Phases

The Commission reserves the right to exercise its option, at its sole discretion, to require the Consultant to complete the Construction Document, Bid and Construction Administration Phases for a scope of work and compensation amount to be negotiated at the conclusion of Design Development.

Section 10.2.2 Proposal

After the completion of the Preliminary, Concept Plan and Design Development Phase services, and prior to award of the Construction Document, Bid and Construction Administration Phases, the Consultant shall submit to the Commission a revised proposal and fee for the latter three phases. setting forth a revised scope and fee for these services based on the development and clarification of the design and scope of work during first three phases. The Consultant will include with its revised proposal and fee a written statement explaining its basis and will, at a minimum, include:

- a) A list (by sheet number, issuance date, and last revision date) of the Design Development Documents, approved by Commission, which comprise the basis for preparation of the scope of work and fee estimate.
- b) The revised fee for each phase and the total of all three phases (III, IV, V), including a complete statement of any exceptions, qualifications, allowances, or exclusions. This will be the sole and complete compensation to Consultant for its services.

Section 10.2.3 Commission Review

Consultant shall meet with Commission to review its revised proposal. If the Commission directs the Contractor, in writing, to perform the Construction Document, Bid and Construction Administration Phase services, compensation for these services will be incorporated into this Agreement by amendment.

The Consultant agrees that the compensation for the above mentioned Phases will not exceed **\$55,000**, for a total maximum compensation of **\$150,000**. The additional funding will be subject to verification and renegotiation upon completion of the Design Development Phase when the scope of these services will be known.

Should Commission elect not to exercise its option to award the above mentioned Phase services to Consultant, Commission may, at its sole discretion, terminate this Agreement with payment for the first three Phases up to and including the Design Development phase.

Section 10.2.4 Execution of Amendment

Upon approval by Commission of the revised scope of work and fee for the Construction Document, Bid and Construction Administration Phases, Commission and Consultant shall execute an amendment. Upon execution of amendment, Consultant's obligations to perform these services shall be governed by the terms and conditions of this Agreement and other Contract Documents as modified by the terms of the amendment.

By executing this Agreement and the amendment, Consultant will be deemed to have acknowledged that it had ample opportunity to carefully study, analyze, and revise the scope of work and fee estimate and is satisfied that the services described in Section 4.1, as modified by amendment, can be performed to meet the requirements without exceeding the agreed upon fee and contract time as described in this Agreement and the amendment.

SECTION 11.0 COMPENSATION ADJUSTMENTS

There shall be no adjustments to compensation except as authorized by 1) Commission's election to exercise, by amendment, its option to award the Construction Document, Bid and Construction Administration Phase services as described in this Section; or 2) by amendment as specified in Section 40.0, Amendments. Changes in compensation shall only be adjusted by amendment as a result of changes in the Scope of Work. All costs of the Work and other costs, fees, or expenses, of any kind, in excess of the compensation as specified in this Agreement, and as adjusted by amendment, shall be borne solely by Consultant, without reimbursement by Commission.

SECTION 12.0 NOTICE TO PROCEED

The Consultant will perform services for each phase upon receipt of a written Notice to Proceed from the Commission. The Consultant will only perform the scope of work for the phase(s) identified in the Notice to Proceed.

SECTION 13.0 PAYMENT SCHEDULE

The Consultant shall submit invoices for compensation for each phase of the scope of services, in a format approved by the Commission, depicting a detailed, itemized list of actual work completed and total amount due, on a monthly basis. Said compensation shall be considered full and complete reimbursement for all of the Consultant's costs associated with the services provided hereunder, including all indirect costs, overhead, and insurance premiums.

Consultant shall have no claim against the Commission for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Agreement. Should Consultant receive any such payment, it shall immediately notify the Commission and shall immediately repay all such funds to the Commission. Payment by the Commission for services rendered after expiration/termination of this Agreement shall not constitute a waiver of the Commission's right to recover such payment from Consultant.

SECTION 14.0 SOURCE AND APPROPRIATION OF FUNDS

The Commission's obligation is payable only and solely from funds appropriated through the United States Department of Housing and Urban Development (HUD) and for the purpose of this Agreement. All funds are appropriated every fiscal year beginning July 1. In the event this Agreement extends into the succeeding fiscal year and funds have not been appropriated, this Agreement will automatically terminate as of June 30 of the current fiscal year. The Commission will notify the Consultant in writing within ten days of receipt of non-appropriation notice. Consultant shall be entitled to payment for all work completed through date of receipt of said notice.

SECTION 15.0 CONFLICT OF INTEREST

The Consultant represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Agreement, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one percent (1%) or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any Agreement, subcontract or arrangement with the Commission. Upon execution of this Agreement and during its term, as appropriate, the Consultant shall upon written request, disclose in writing to the Commission any other contractual or employment arrangement from which it receives compensation. The Consultant agrees not to accept any employment during the term of this Agreement by any other person, business or corporation which employment will or may likely develop a conflict of interest between Commission's interests and the interest of third parties.

SECTION 16.0 COMMISSIONSHIP OF DOCUMENTS

All drawings and specifications prepared and furnished by the Consultant shall become the property of the Commission upon their approval in writing by the Commission or upon the prior termination of the Consultant's services hereunder, and the Consultant shall have no claim of any kind, including without limitation, for further employment or additional compensation as a result of exercise by the Commission of its full rights of Commissionship and use of these documents and materials. The Consultant shall retain a record copy for its own files.

SECTION 17.0 INDEMNIFICATION

Consultant shall indemnify, defend and hold harmless the Commission, the Housing Authority of the County of Los Angeles ("Housing Authority"), the County of Los Angeles ("County") and their elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Consultant's acts and/or omissions arising from and/or relating to this Agreement.

SECTION 18.0 INSURANCE

The Consultant shall procure and maintain at Consultant's expense for the duration of this Agreement the following insurance against which may arise from or in connection with the performance of the work by the consultant, its agents, representatives, employees or subconsultants, from an insurance company that is admitted to write insurance in California or that has a rating of or equivalent to A:VIII

by A. M. Best & Company. Any deviation from this rule shall require specific approval in writing by Commission.

The consultant shall furnish the Commission with certificates of insurance and with original endorsements affecting coverage as required herein and which reflect the Commission, Housing Authority, and County's status as additional insureds as required below. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

- A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Each Occurrence	\$1,000,000

The Commission, the Housing Authority, the County, their officials, agents, and employees shall be covered as additional insureds with respect to: liability arising out of activities performed by or on behalf of the consultant; products and completed operations of the consultant; premises owned, leased or used by the consultant.

- B. PROFESSIONAL LIABILITY INSURANCE (errors and omissions) in an amount not less than One Million Dollars (\$1,000,000) aggregate per claim.
- C. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each incident. Such insurance shall include coverage of all "hired" and "non-owned" vehicles, or coverage for "any auto".
- D. WORKER'S COMPENSATION and EMPLOYER'S LIABILITY insurance providing worker's compensation benefits, as required by the Labor Code of the State of California.

In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	\$1,000,000
Disease-policy limit	\$1,000,000
Disease-each employee	\$1,000,000

Any self-insurance program and self-insured retention must be separately approved by the Commission.

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party, except after thirty (30) days' prior written notice to the Commission, and shall be primary and not contributing to any other insurance or self-insurance maintained by the Commission.

All coverage for subconsultants shall be subject to the requirements stated herein and shall be maintained at no expense to the Commission.

Failure on the part of the Firm to procure or maintain insurance required by this Agreement shall constitute a material breach of contract upon which the Commission may immediately terminate this Agreement.

SECTION 19.0 COMPLIANCE WITH LAWS

The Consultant agrees to be bound by all applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Agreement, including but not limited to, the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85, and the Americans with Disabilities Act of 1990. If the compensation under this Agreement is in excess of \$100,000 then Consultant shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Consultant must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Agreement.

Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973

No person in the United States shall be excluded from participating in, be denied the benefits of, or subject to discrimination under this Agreement on the basis of age or with respect to an otherwise qualified disabled individual.

Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

During the performance of the Agreement, the Consultant agrees to comply with the following federal provisions:

Executive Order 11246 and 11375 Equal Opportunity (Non-Discrimination in Employment by Government Consultants, Subconsultants, and Consultants)

During the performance of this Agreement, the Consultant agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, color or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, religion, sex, color or national origin. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Consultant setting forth the provisions of this non-discrimination clause.

The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Consultant will send to each labor union or representative of workers with which he has a collective bargaining Agreement or other Agreement or understanding, a notice, which is to be provided to the agency contracting officer, advising the labor union or worker's representative of the Consultant's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Consultant will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Consultant will furnish all information and reports required by the Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. In the event of the Consultant's noncompliance with the nondiscrimination clauses of the Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Order, and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Consultant will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Consultant becomes involved in, or is threatened with litigation with a subconsultant or vendor as result of such direction by the contracting agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

Under Title VI of the Civil Rights Act of 1964, Title VI and Section 109 of the Housing and Community Development Act of 1974, no person shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

SECTION 20.0 SUSPENSION AND TERMINATION

Section 20.1 Suspension

- 20.1.1 Commission, at its convenience, and without further liability except as herein specified, may suspend this Agreement, in whole or in part, by written notice personally delivered to Consultant specifying the effective date and extent of the suspension.
- 20.1.2 Consultant shall immediately discontinue all services unless otherwise indicated by Contacting Officer.
- 20.1.3 Upon request of Contracting Officer, Consultant shall surrender within ten (10) days from receipt of said notice, all drawings, designs, specifications, notes, data, reports, estimates, summaries, or other information relative to the Project, whether complete or in progress, as may have been accumulated by Consultant.

20.1.4 In the event the entire Agreement is suspended, Commission shall pay Consultant reasonable demobilization expenses subject to Commission's rights of set-off, recoupment and withholding. Demobilization expenses are expenses directly attributable to temporarily suspending the work in progress, including the reasonable cost of suspending any commitments for services not yet complete. Commission shall not be liable for demobilization expenses if only a portion of the Agreement is suspended.

20.1.5 In the event the entire Agreement is suspended and Consultant is directed to remobilize within one calendar year of the effective date of the suspension, Commission shall pay remobilization expenses directly attributable to restarting services hereunder and, at Consultant's option, Consultant and Commission shall negotiate Consultant's fees for services remaining under this Agreement. If no agreement as to expenses and fees can be reached, this Agreement may be terminated for the Commission's convenience.

20.1.6 In the event the entire Agreement is suspended and the period of suspension exceeds one calendar year, this Agreement may be deemed terminated for the convenience of Commission upon written notice to the other party.

Section 20.2 Termination for Convenience of the Commission

- a. The Commission reserves the right to cancel this Agreement in whole or in part for any reason at all upon ten (10) days prior written notice to Consultant. In the event of such termination, Consultant shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination. In no case shall payment exceed that amount stipulated elsewhere herein for completion of the respective portion or phase of the project. Commission will pay Consultant termination expenses subject to the Commission's rights of recoupment, set-off and withholding.
- b. Consultant shall surrender and deliver to the Contracting Officer, to the extent requested by Contracting Officer, within ten (10) days from receipt of said request all data, reports, estimates, summaries, designs, drawings, specifications, notes, and other work and data developed in the performance of this Agreement, whether complete or in process, as may have been accumulated by Consultant.
- c. Commission may take over the work and services, and prosecute the same to completion by contract or otherwise. Consultant shall not be liable to Commission for any excess costs incurred by Commission in completing the scope of work of this Agreement.
- d. Consultant shall assign the contracts of its consultants and/or their subconsultants to Commission, to the extent requested by the Contracting Officer.

Section 20.3 Termination for Cause and / or Default

This Agreement may be terminated by the Commission upon 10 days' written notice to the Consultant for cause and/or default (failure to perform satisfactorily any of the Agreement terms, conditions and

work items) with no penalties incurred upon termination or upon the occurrence of any of the following events:

- a. Continuing failure of the Consultant to perform any work required to be performed hereunder in a timely and professional manner, or Consultant is not properly carrying out the provisions of the Agreement in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Consultant; and should the Consultant neglect or refuse to provide a means for a satisfactory compliance with this Agreement and with the direction of the Commission within the time specified in such notices, the Commission shall have the power to suspend the performance of this Agreement by Consultant in whole or in part.
- b. Failure on the part of the Consultant to procure or maintain insurance required by this Agreement shall constitute a material breach of Agreement upon which the Commission may immediately terminate this Agreement.
- c. Should the Consultant fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Agreement, or if the work to be done under this Agreement is abandoned for more than five (5) days by the Consultant, then notice of deficiency thereof in writing may be served upon Consultant by the Commission. Should the Consultant fail to comply with the terms of this Agreement within five (5) days thereafter, upon receipt of said written notice of deficiency, the Executive Director of Commission shall have the power to suspend or terminate the operations of the Consultant in whole or in part.
- d. In the event that a petition of bankruptcy shall be filed by or against the Consultant.
- e. If, through any cause, the Consultant shall fail to fulfill in timely and proper manner the obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the Commission shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, with respect to all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant under this Agreement, Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed, subject to the Commission's rights of recoupment, cut-off, and withholding.

Section 20.4 Termination for Improper Consideration

Commission may, by written notice to Consultant, immediately terminate the right of Consultant to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Consultant, either directly or through an intermediary, to any Commission officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Consultant's performance pursuant to the Agreement. In the event of such termination, the Commission shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of termination for cause and/or default by the Consultant.

Consultant shall immediately report any attempt by a Commission officer or employee to solicit such improper consideration. The Report shall be made to the Executive Director of the Commission or the County Auditor-Controller's Employee Fraud Hotline 800/544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

Section 20.5 Consultant Responsibility and Debarment

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the Commission to conduct business only with responsible consultants.

The Consultant is hereby notified that, if the Commission acquires information concerning the performance of the consultant on this or other contracts which indicated that the Consultant is not responsible, the Commission may, in addition to other remedies provided in the contract, debar the Consultant from bidding on Commission contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the Consultant may have with the Commission.

The Commission may debar a consultant if the Board of Commissioners finds, in its discretion, that the Consultant has done any of the following: (1) violated any term of a contract with the Commission, (2) committed any act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the Commission or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County, the Commission or the Housing Authority or any other public entity.

If there is evidence that the Consultant may be subject to debarment, the Commission will notify the Consultant in writing of the evidence, which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Consultant Hearing Board.

The Consultant hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at the hearing. After the hearing, the Consultant Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the consultant should be debarred, and, if so, the appropriate length of time of the debarment. If the Consultant fails to avail itself of the opportunity to submit evidence to the Consultant Hearing Board, the Consultant may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision and any other recommendation of the Consultant hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

These terms shall also apply to subconsultants of the Consultant.

SECTION 21.0 REMEDIES

- a. The rights and remedies of the Commission provided for under this contract are in addition to any other rights and remedies provided by law.
- b. Commission may assert, either during or after performance of this Agreement any right of recovery it may have against Consultant by any means it deems appropriate including, but not limited to, set-off, action at law, withholding, recoupment, or counterclaim.
- c. The rights and remedies of the Commission under this Agreement are in addition to any right or remedy provided by California law.

SECTION 22.0 COMPLIANCE WITH JURY SERVICE PROGRAM

Unless Consultant has demonstrated to the Commission's satisfaction either that Consultant is not a "Consultant" as defined under the Jury Service Program or that Consultant qualifies for an exception to the Jury Service Program, Consultant shall have and adhere to a written policy that provides that its employees shall receive from the Consultant, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Consultant or that the Consultant deduct from the employee's regular pay the fees received for jury service.

For purposes of this Section, "Consultant" means a person, partnership, corporation or other entity which has a contract with the Commission or a subcontract with a Commission Consultant and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more Commission contracts or subcontracts. "Employee" means any California resident who is a full time employee of Consultant. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the Commission, or 2) Consultant has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Consultant uses any subconsultant to perform services for the Commission under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

If Consultant is not required to comply with the Jury Service Program when the Contract commences, Consultant shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Consultant shall immediately notify Commission if Consultant at any time either comes within the Jury Service Program's definition of "Consultant" or if Consultant no longer qualifies for an exception to the Program. In either event, Consultant shall immediately implement a written policy consistent with the Jury Service Program. The Commission may also require, at any time during the Contract and at its sole discretion, that Consultant demonstrate to the Commission's satisfaction that Consultant either continues to remain outside of the Jury Service Program's definition of "Consultant" and/or that Consultant continues to qualify for an exception to the Program.

Consultant's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, Commission may, in its sole discretion, terminate the Contract

and/or bar Consultant from the award of future Commission contracts for a period of time consistent with the seriousness of the breach.

SECTION 23.0 CERTIFICATION REGARDING LOBBYING

Consultant and each County lobbyist or County lobbyist firm, as defined in Los Angeles County Code Chapter 2.160 (County Ordinance 93-0031), retained by Consultant shall fully comply with the requirements set forth in said County Code. The Consultant must also certify in writing that it is familiar with the Los Angeles County Code Chapter 2.160 and that all persons acting on behalf of the Consultant will comply with the County Code.

Failure on the part of the Consultant and or Lobbyist to fully comply with County Lobbyist requirements shall constitute a material breach of this Agreement upon which the Commission may immediately terminate this Agreement and the Consultant shall be liable for civil action.

Furthermore, the Consultant is prohibited by the Department of the Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 Code of the Federal Regulations (CFR) 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal agreement, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification of said documents.

The Consultant must certify in writing that it is familiar with the Federal Lobbyist Requirements and that all persons and/or subconsultants acting on behalf of the Consultant will comply with the Lobbyist Requirements. The signed County and Federal Lobbyist Certifications submitted with the Agreement are incorporated herein.

Failure on the part of the Consultant or persons/subconsultants acting on behalf of the Consultant to fully comply with the Federal Lobbyist Requirements shall be subject to civil penalties.

SECTION 24.0 SAFETY STANDARDS AND ACCIDENT PREVENTION

The Consultant shall comply with applicable Federal, state and local laws governing safety, health and sanitation. The Consultant shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Agreement.

SECTION 25.0 DRUG FREE WORKPLACE ACT OF THE STATE OF CALIFORNIA

The Consultant certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990.

SECTION 26.0 SEVERABILITY

In the event that any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such

provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

SECTION 27.0 INTERPRETATION

No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Agreement is to be construed as if it were drafted by both parties hereto.

SECTION 28.0 WAIVER

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach of the same or any other provision hereof.

Neither the Commission's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the Commission in accordance with applicable law for all damages to the Commission caused by the Consultant's negligent performance of any of the services furnished under this contract.

SECTION 29.0 COMMISSION'S QUALITY ASSURANCE PLAN

The Commission or its agent will evaluate Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Consultant's compliance with all Agreement terms and performance standards. Consultant deficiencies which Commission determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the Commission and Consultant. If improvement does not occur consistent with the corrective action measures, Commission may terminate this Agreement or impose other penalties as specified in the Agreement.

A performance review will be conducted no later than ninety (90) days prior to the end of the first and second years of this Agreement to evaluate the performance of the Consultant. Based on the assessment of the performance review, as determined by the Commission in its sole discretion, written notification will be given to the Consultant whether this Agreement will be terminated at the end of the current year or will be continued into the next contract year.

SECTION 30.0 AGREEMENT EVALUATION AND REVIEW

The ongoing assessment and monitoring of this Agreement is the responsibility of the Commission's Contracting Officer or designee.

SECTION 31.0 ADHERENCE TO COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM

Consultant acknowledges that Commission has established a goal of ensuring that all individuals who benefit financially from the Commission through this Agreement are in compliance with their court-

ordered child, family and spousal obligations in order to mitigate the economic burden otherwise imposed upon taxpayers of the County.

As required by Commission's Child Support Compliance Program and without limiting Consultant's duty under this Agreement to comply with all applicable provisions of law, Consultant warrants that it is now in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wages and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Termination for Breach of Warranty to Maintain Compliance with Commission's Child Support Compliance Program

Failure of Consultant to maintain compliance with the requirements set forth in Section 29.0 "Consultant's Warranty of Adherence to Commission's Child Support Compliance Program" shall constitute a default by Consultant under this Agreement. Without limiting the rights and remedies available to the Commission under any other provision of the Agreement, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney shall be grounds upon which the Commission's Board of Commissioners may terminate this Agreement.

Post L.A.'s Most Wanted Parents List

Consultant acknowledges that Commission places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Consultant understands that it is Commission's policy to encourage all Commission consultants to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Consultant's place of business. District Attorney will supply Consultant with the poster to be used.

SECTION 32.0 ACCESS AND RETENTION OF RECORDS

Consultant shall provide access to the Commission, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Consultant which are directly pertinent to the specific Agreement for the purpose of making audits, examinations, excerpts and transcriptions. The Consultant is required to retain the aforementioned records for a period of five years after the Commission pays final payment and other pending matters are closed under this Agreement.

SECTION 33.0 COPYRIGHT

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant. All documents become the property of the Commission and the Commission holds all the rights to said data. The Consultant assumes no responsibility for the use of documents in whole or in part in connection with work that is outside the scope of this contract.

SECTION 34.0 PATENT RIGHTS

The Commission will hold all the patent rights with respect to any discovery or invention which arises or is developed in the course of, or under this Agreement.

SECTION 35.0 USE OF RECYCLED-CONTENT PAPER PRODUCTS

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on the project.

SECTION 36.0 NOTICES

Notices herein shall be presented in person or by certified or registered U.S. mail as follows:

Consultant: CALVIN ABE
ah'bé Landscape Architects
8729 Washington Boulevard
Culver City, CA 90232

Commission: CORDE CARRILLO, Director
Economic / Redevelopment Division
Community Development Commission
2 Coral Circle
Monterey Park, CA 91755-7425

SECTION 37.0 GAIN/GROW

Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

SECTION 38.0 SAFELY SURRENDERED BABY LAW

The Consultant shall notify and provide to its employees, and shall require each subconsultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org.

The Consultant acknowledges that the Commission places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the Commission's policy to encourage all Commission Consultants to voluntarily post the Commission's "Safely Surrendered

Baby Law” poster in a prominent position at the Consultant’s place of business. The Consultant will also encourage its subconsultants, if any, to post this poster in a prominent position in the subconsultant’s place of business. The Consultant and its subconsultants can obtain posters from the Department of Children and Family Services of the County of Los Angeles.

SECTION 39.0 CONFLICT OF INTEREST

The Consultant represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Agreement, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one (1%) percent or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Commission. Upon execution of this Agreement and during its term, as appropriate, the Consultant shall, disclose in writing to the Commission any other contract or employment during the term of this Agreement by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Commission’s interest and the interests of the third parties.

SECTION 40.0 AMENDMENTS

This Agreement may be modified by written amendment, duly executed by both parties. Any acceptable additional scope of work shall be negotiated on a lump sum basis.

SECTION 41.0 ENTIRE AGREEMENT

This Agreement, including the attachments listed below consists of 41 pages (including 3 unnumbered pages: project map, project schedule and IRS form 1015), which constitute the entire understanding and agreement of the parties. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the retention of the Consultant by the Commission and contains all the covenants and agreements between the parties with respect to such retention.

- A. Project Area Map
- B. Project Schedule (to be determined)
- C. Consultant Hourly Billing Rates
- D. Firm’s Ethnicity Composition
- E. Vendor’s Equal Employment Opportunity Certification
- F. County Lobbyist Certification
- G. Federal Lobbyist Certification
- H. CBE Program Qualifications Declaration
- I. District Attorney’s Child Care Compliance
 - 1. Principal Owner Information Form
 - 2. Child Support Compliance Program Certification
- J. Jury Service Application Form
- K. Internal Revenue Service Notice 1015

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first written above.

COMMISSION

COMMUNITY
DEVELOPMENT COMMISSION OF
THE COUNTY OF LOS ANGELES, A
BODY CORPORATE AND POLITIC

BY:

CARLOS JACKSON

Title: Executive Director

Date:

APPROVED AS TO PROGRAM:

CORDE CARRILLO, Director

APPROVED AS TO FORM:
LLOYD W. PELLMAN

County Counsel

By:

Deputy

CORPORATE SEAL

CONSULTANT

ah'bé Landscape Architects

License

No. 1564

BY:

Title: President

Date:

BUSINESS ADDRESS

- If sole proprietor, one signature of sole proprietor.
- If partnership, the signature of at least one general partner authorized to sign contracts on behalf of the partnership.
- If Corporation, the signatures of those officers required to sign contracts on behalf of the Corporation, and the Corporate Seal.

ATTACHMENTS

Project Area Map - Attachment A

Project Schedule - Attachment B

Hourly Rates - Attachment C

ah'bé Landscape Architects

Design Principal	\$150
Project Manager	\$130
Senior Landscape Architect	\$110
Senior Landscape Designer	\$ 95
Landscape Architect	\$ 85
Landscape Designer	\$ 75
Landscape Staff	\$ 70
Clerical Staff	\$ 55

Firm's Ethnicity Composition - Attachment D

FIRM'S ETHNICITY COMPOSITION

The following information is for statistical purposes only. If you will be utilizing subcontractors on the job, please copy and forward this document to them for completion also.

I DECLINE TO RELEASE THIS INFORMATION AT THIS TIME.

COMPANY NAME

TITLE

(*) Is your firm declared to be of Minority or Woman Ownership?
If yes, please indicate Minority Group:

(**) Is your firm recognized as Disadvantaged by the U.S. Small
Business Administration?

Please give the minority status of all your employees.

TOTAL NUMBER OF EMPLOYEES:

TOTAL NUMBER OF MINORITIES:

TOTAL NUMBER OF WOMEN:

TOTAL NUMBER OF NON-MINORITIES:

PERCENT OF MINORITIES: PERCENT OF WOMEN:

COMPANY NAME

TITLE

(*) To qualify as a Community Business Enterprise (CBE), at least 51 percent of the business must actually and legally be owned by minorities or women. In addition, the active management and daily operations of the firm must be controlled by one or more of these individuals. CBE firms must also be a domestic corporation with its home office located in the United States, which is not a branch or subsidiary of a foreign corporation or other business. Minority groups include, but are not limited to, Black Americans, Hispanic Americans, Native Americans, Asian Americans and other minorities.

(**) Disadvantaged Businesses (DBE) are firms determined to be economically and socially disadvantaged by the U.S. Small Business Administration under Section 8 (A) of the Small Business Act, as amended (A5 U.S.C. 637 (A)) or any successor Federal statute. Non-profit organizations must also provide the minority/women composition of its Board of Directors.

Vendor's Equal Employment Opportunity Certification - Attachment E

VENDOR'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

ah'bé Landscape Architects

8729 Washington Boulevard
Culver City, CA 90232
Address

Internal Revenue Service Employer Identification Number

GENERAL

The Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America, the State of California, and all local ordinances. The Contractor further certifies that all subcontractors, suppliers, vendors and distributors with whom the Contractor has a contractual relationship are also in compliance with all applicable federal, state and local anti-discriminatory laws.

VENDOR'S CERTIFICATION

1. The vendor has a written policy statement prohibiting discrimination in all phases of employment.
2. The vendor periodically conducts a self analysis or utilization analysis of its work force.
3. The vendor has a system for determining if its employment practices are discriminatory against protected groups.
4. Where problem areas are identified in employment practices, the vendor has a system for taking reasonable corrective action, to include establishment of goals of timetables.

Name and Title of Signer: _____

Signature: _____

County Lobbyist Certification - Attachment F

**COUNTY LOBBYIST CODE CHAPTER 2.160
COUNTY ORDINANCE NO. 93-0031**

CERTIFICATION

Name of Firm: _____ Date: _____

Address: _____

State: _____ Zip Code: _____ Phone No.: _____

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the County of Los Angeles and the Community Development Commission, County of Los Angeles:

- 1) It is understood that each person/entity/firm who applies for a Community Development Commission contract, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code Chapter 2.160, (Los Angeles County Ordinance 93-0031) and;
- 2) That all persons/entities/firms acting on behalf of the above named firm have and will comply with the County Code, and;
- 3) That any person/entity/firm who seeks a contract with the Community Development Commission shall be disqualified therefrom and denied the contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the above named firm fails to comply with the provisions of the County Code.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into contract with the Los Angeles County and the Community Development Commission, County of Los Angeles.

Authorized Official:

Name: _____ Title: _____

Signature: _____ Date: _____

Federal Lobbyist Certification - Attachment G

FEDERAL LOBBYIST REQUIREMENTS

CERTIFICATION

Name of Firm: ah'bé Landscape Architects Date: _____

Address: 8729 Washington Boulevard, Culver City

State: CA Zip Code: 90232 Phone No.: (310) 838-0448

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the Department of Housing and Urban Development (HUD) and the Community Development Commission, County of Los Angeles:

- 1) No Federal appropriated funds have been paid, by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;
 - 2) If any funds other than Federal appropriated funds have paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and:
 - 3) The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.
-

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Official:

Name: Calvin Abe Title: President

Signature: _____ Date: _____

CBE Program Qualifications Declaration - Attachment H

COMMUNITY BUSINESS ENTERPRISE (CBE) PROGRAM QUALIFICATION DECLARATION

Non-minority business, in addition to minority, women-owned and disadvantaged business enterprises are requested to complete this form for the purpose of providing statistical information to the Community Development Commission. Please indicate the status of the controlling interest in your firm. Also, please complete the "Firm's Ethnicity Composition" document. Failure to submit these declarations will have no bearing on the award of contracts.

NAME OF FIRM: ah'bé Landscape Architects

CONTROLLING INTEREST (X APPROPRIATE BOX)

- | | |
|--|---|
| <input type="checkbox"/> BLACK AMERICAN | <input type="checkbox"/> HISPANIC AMERICAN |
| <input type="checkbox"/> ASIAN AMERICAN | <input type="checkbox"/> FEMALE |
| <input type="checkbox"/> AMERICAN INDIAN AND | <input type="checkbox"/> OTHER MINORITY _____ |
| <input type="checkbox"/> ALASKAN-NATIVE | <input type="checkbox"/> NON-MINORITY |

- (A) BLACK AMERICAN - A PERSON HAVING ORIGINS IN ANY OF THE BLACK RACIAL GROUPS OF AFRICA;
- (B) HISPANIC AMERICAN - A PERSON OF SPANISH OR PORTUGUESE CULTURE WITH ORIGINS IN MEXICO, SOUTH OR CENTRAL AMERICA OR THE CARIBBEAN ISLANDS, REGARDLESS OF RACE;
- (C) ASIAN AMERICAN- A PERSON HAVING ORIGINS IN ANY OF THE ORIGINAL PEOPLES OF THE FAR EAST, SOUTHWEST ASIA, THE INDIAN SUBCONTINENT, OR THE PACIFIC ISLANDS;
- (D) AMERICAN INDIAN AND ALASKAN NATIVE - A PERSON HAVING ORIGINS IN ANY OF THE ORIGINAL PEOPLES OF NORTH AMERICA;
- (E) OTHER MINORITY - MEMBERS OF OTHER GROUPS, OR OTHER INDIVIDUALS FOUND TO BE ECONOMICALLY AND SOCIALLY DISADVANTAGED BY THE U.S. SMALL BUSINESS ADMINISTRATION UNDER SECTION 8(A) OF THE SMALL BUSINESS ACT, AS AMENDED (A5 U.S.C. 637 (A)) OR ANY SUCCESSOR FEDERAL STATUTE.
- (F) FEMALE
- (G) NON-MINORITY

To qualify as a minority/woman-owned business controlled by one or more of the above-noted groups, at least 51 percent of the business must actually and legally be owned by minorities or women. In addition, the active management and daily operations of the firm must be controlled by one or more of these individuals.

The undersigned declare that the information contained herein is true and correct to the best of his/her knowledge.

SIGNATURE

DATE

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement.)

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE CHILD SUPPORT SERVICES DEPARTMENT AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (print name as shown in bid or proposal) Calvin Abe, hereby submit this certification to the (County Department) Community Development Commission of the County of Los Angeles, pursuant to the provisions of County Code Section 2.200.060 and hereby certify that (contractor name as shown in bid or proposal) ah'bé Landscape Architects, an **independently-owned** or franchiser-owned business (circle one), located at (contractor or, if an association, associated member address) 8729 Washington Boulevard, Culver City, CA is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

- 1) Submitted a completed Principal Owner Information Form to the Child Support Services Department;
- 2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5 and will continue to comply with such reporting requirements;
- 3) Fully complied with all lawfully served Wages and Earnings Withholding Orders or Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____
(Month and Year)

at: _____
(City/State) (Telephone No.)

by: _____
(Signature of a Principal Owner, an officer or manager responsible for submission of the bid or proposal to the County)

Copy to: **Child Support Services Department**
Child Support Compliance Program
P. O. Box 911009
Los Angeles, CA 90091-1099
FAX: (323) 869-0343 Telephone: (323) 889-2782

Jury Service Application - Attachment J

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: ah'bê Landscape Architects		
Company Address: 8729 Washington Boulevard		
City: Culver City	State: CA	Zip Code: 90232
Telephone Number: (310) 838-0448		
Solicitation For (Type of Goods or Services): Landscape Architecture		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program Is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II - Certification of Compliance

- ✓ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Calvin Abe	Title: President
Signature:	Date:

